Word Music, LLC et al v. Priddis Music, Inc. et al Doc. 36 Att. 9

that the address of the principal office of said corporation is 1719 West End Avenue, Nashville, Tennessee.

D. Terms and Conditions of Consolidation.

That the terms and conditions of the consolidation are as follows:

(1) Cornell-Kingsway Music Corporation, the surviving corporation, shall possess such powers, conduct such business, have the stock structure and be subject to such restrictions as are contained in the Charter of Cornell-Kingsway Music Corporation.

(2) The By-Laws of Cornell-Kingsway Music Corporation as they shall exist upon the effective date of the consolidation, until they shall be altered, amended or repealed as therein provided, shall be and remain and continue to be the By-Laws of the surviving corporation.

(3) The Directors and executive officers of Cornell-Kingsway Music Corporation on the effective date of the consolidation shall be the Directors and executive officers of the surviving corporation to serve until their respective successors are elected or appointed in the manner provided in the By-Laws thereof. Said Directors and officers are as follows:

Directors .... Paul Cohen
Cecelia Cohen
Albert Mannison

Officers.... President.... Paul Cohen
V-Pres. &
Treasurer.... Cecelia Cohen
Secretary.... Albert Mannison

Dockets.Justia.com

(4) The manner of converting the shares of the constituent corporations into shares of the surviving corporation shall be as set forth below:

(a) Amber Music, Inc. stock

Each share of stock of Amber Music, Inc. shall be converted into the common stock of the surviving corporation at the rate of one (1) share of the common stock of the surviving corporation for each one (1) share of the common stock of Amber Music, Inc.

(b) Cornell Music, Inc. Stock

Each share of the stock of Cornell Music, Inc. shall be converted into the common stock of the surviving corporation at the rate of fifty (50) shares of the common stock of the surviving corporation for each one (1) share of the stock of Cornell Music, Inc.

(c) Kingsway Music Corp. Stock

Each share of stock of Kingsway Music Corp. shall be converted into the common stock of the surviving corporation at the rate of twenty-five (25) shares of the common stock of the surviving corporation for each one (1) share of the stock of Kingsway Music Corporation.

(d) Cornell-Kingsway Music Corporation Stock

Each share of stock of Cornell-Kingsway Music Corporation shall be converted into common stock of the surviving corporation at the rate of one (1) share of the common stock of the surviving corporation for each one (1) share of the stock of Cornell-Kingsway Music Corporation.

(4) Treasury and Unissued Shares.

The shares of stock of Amber Music, Inc., Cornell Music, Inc. and Kingsway Music Corp. which have not been issued or which are held as treasury shares shall cease to exist and shall be deemed cancelled, retired and eliminated and no shares of common stock of the surviving corporation shall be issued in respect thereof.

(5) Upon the effectiveness of this merger and consolidation, the surviving corporation shall possess all the rights, privileges, powers and franchises, and shall be subject to all the restrictions, disabilities, obligations and duties of each of the constituent corporations, except as otherwise herein provided and except as otherwise provided by law.

(6) The minimum amount of capital stock with which the surviving corporation shall commence business is One Thousand Dollars ($1,000.00). The surviving corporation is to have perpetual existence.

E. Service of Process in New York.

The surviving corporation hereby agrees that it may be served with process in the State of New York in any proceeding for enforcement of any obligation of Amber Music, Inc., Connell Music, Inc. or Kingsway Music Corp., and irrevocably appoints the Secretary of State of the State of New York as its agent to accept service of process in an action for the enforcement of payment of any such obligation.

IN WITNESS WHEREOF, the undersigned have subscribed this certificate in triplicate this, the 24th day of September, 1961.

Paul Cohen

Cecelia Cohen

STATE OF TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } SS

I, R. E. Worrall, Clerk of the County Court for the said County, [illegible]

Janet McCuliston

[illegible]

November 16, 1960 [illegible] November 16, 64

[illegible] Clerk of the County Court.

[illegible]

at Nashville, Tennessee, this 21st day of

March, 1962

[signature], Clerk

By [signature] D.C.

[illegible] being duly sworn, deposes and says that he is the Secretary of Amber Music, Inc., Cornell Music, Inc. and Kingsway Music Corp., all of which are New York corporations, and Cornell-Kingsway Music Corporation, a Tennessee corporation; that the persons who have executed the foregoing Certificate [illegible]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } SS

I, R. E. Worrall, Clerk of the County Court for the said County, [illegible]

Janet McCuliston

[illegible]

November 16, 1960 [illegible] November 16, 64

[illegible] Clerk of the County Court.

[illegible]

at Nashville, Tennessee, this [illegible] day of

[signature], Clerk

By [signature] D.C.

My Commission Expires: [illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Janet McQuiston a Notary Public in and for said County and State, the within named Paul Cohen and Cecelia Cohen, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 29th day of September, 1961.

[signature]
Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Albert Mannison, being duly sworn, deposes and says that he is the Secretary of Amber Music, Inc., Cornell Music, Inc. and Kingsway Music Corp., all of which are New York corporations, and Cornell-Kingsway Music Corporation, a Tennessee corporation; that the persons who have executed the foregoing Certificate of Consolidation of Amber Music, Inc., Cornell Music, Inc., Kingsway Music Corp. and Cornell-Kingsway Music Corporation into Cornell-Kingsway Music Corporation, in person or by proxy, constitute the holders of record of all of the outstanding shares of Amber Music, Inc., Cornell Music, Inc., Kingsway Music Corp. and Cornell-Kingsway Music Corporation entitled to vote with relation to the proceedings provided for in the foregoing certificate of consolidation; that such votes were cast at separate stockholders' meetings of each of the respective corporations, said meetings of the stockholders of the New York corporations being held on September 22, 1961, and the meeting of the stockholders of the Tennessee corporation being held on September 21, 1961, all of said meetings being held upon notice pursuant to Section 45 of the Stock Corporation Law.

[signature]

Sworn to and subscribed before me this 29th day of September, 1961.

[signature]
Notary Public

My Commission Expires: [illegible]

AGREEMENT made this 23rd day of November, 1964, by and between JOSEPH C. BEAL, of 114 South Ocean Avenue, Atlantic City, N. J.; his nephew WILLIAM CARLETON BEAL, P.O. Box 365, Biglerville, Penna.; his niece MARY JANE KHRISTINE MacKECHNIE, of 59B Locust Avenue, New Rochelle, N. Y.; and his niece KATHRYNE PATSY EHRHART, Trindle Road, Camp Hill, Penna. (hereinafter referred to jointly as the "Assignors") and ROSARITA MUSIC, INC., of 1619 Broadway, New York 19, New York (hereinafter referred to as the "Publisher").

W I T N E S S E T H :

WHEREAS, JOSEPH C. BEAL (hereinafter referred to as the "Writer"), heretofore composed, along with JIM BOOTHE, the musical composition entitled "JINGLE BELL ROCK", which composition is registered in the copyright office under the following copyright registration numbers and dates: Ep 113915, October 25, 1957; Ep 122184, August 18, 1958 (hereinafter referred to as the "Composition"), and

WHEREAS, the Writer has no wife, children, grandchildren, brothers, sisters, aunts or uncles, nor parents, nor grandparents now living and

WHEREAS, WILLIAM CARLETON BEAL is the sole nephew of the Writer (hereinafter referred to as the "Nephew"), and MARY JANE KHRISTINE MacKECHNIE and KATHRYNE PATSY EHRHART are the only nieces of the Writer (hereinafter referred to as the "Nieces"), and

WHEREAS, the Nephew and Nieces comprise the next of kin of the Writer, and

WHEREAS, the Assignors wish to convey their interests in and to the United States renewal copyrights, and extensions of renewals, in the Composition on the terms and conditions hereinafter set forth:

IT IS AGREED

1. The Assignors hereby sell, assign, transfer and deliver to the Publisher, its successors and assigns, all of their right, title and interest in and to the United States renewal copyrights, and extensions of renewal copyrights of the Composition and all foreign rights of the Composition, to the extent not presently controlled by the Publisher for the full term of such copyrights in each country of the world outside of the United States, and all renewals and extensions of such copyrights including the title, words and music thereof, any and all adaptations, arrangements, translations or versions thereof, any and all rights therein, whether now or hereafter known, and any and all claims and demands accrued or to accrue with respect to the United States renewal copyrights of the Composition, and extensions of renewals thereof, if any; together with the right, power and authority to make any versions, additions, changes, dramatizations and translations of the Composition.

40282

Please Initial

2. As consideration for the grant of the Assignors hereunder, the Publisher hereby agrees to pay the Nephew and each Niece upon the execution of this agreement bonus payments of $25.00 each receipt of which the Nephew and each Niece hereby acknowledge. The Publisher hereby agrees to pay the Writer on behalf of the Assignors upon the execution of this agreement, a bonus payment of $1,000.00 receipt of which the Writer hereby acknowledges. In addition, within a year from the date of this agreement, the Publisher hereby agrees to pay the Writer on behalf of the Assignors an additional bonus payment of one thousand ($1,000.00) dollars. One-half (1/2) of such sums shall be in consideration of the grant to the Publisher of renewal rights, and one-half (1/2) of such sums shall be in consideration of the grant to the Publisher of extensions of renewals, if any.

3. As additional consideration for the grants to the Assignors hereunder, the Publisher agrees to pay the Assignors (as their respective interests shall appear upon the commencement of the first year of the United States renewal term of copyright of the Composition) the following royalties with respect to income derived from the Composition in the United States of America, during the United States renewal term of copyright of such Composition, and any extensions thereof:

(a) in respect of regular piano copies sold by the Publisher and paid for at wholesale, royalties of five cents (5¢) per copy;

(b) a royalty of five cents (5¢) per copy with respect to dance orchestrations sold by the Publisher and paid for;

(c) (i) If the Composition, or any part thereof, is included in any song book, song sheet, folio or similar publication issued by the Publisher containing at least four, but not more than twenty-five musical compositions, the royalty to be paid by the Publisher to the Assignors shall be an amount determined by dividing ten (10%) per cent of the wholesale selling price (after trade discounts, if any) of the copies sold, among the total number of the Publisher's copyrighted musical compositions included in such publication. If such publication contains more than twenty-five musical compositions, the said ten (10%) per cent shall be increased by an additional one-half (1/2%) per cent for each additional musical composition.

(ii) If, pursuant to a license granted by the Publisher to a licensee not controlled by or affiliated with it, the Composition, or any part thereof, is included in any song book, song sheet, folio or similar publication, containing at least four musical compositions, the royalty to be paid by the Publisher to the Assignors shall be that proportion of fifty (50%) per cent of the gross amount received by it from the licensee, as the number of uses of the composition under the license and during the license period, bears to the total number of uses of the Publisher's copyrighted musical compositions under the license and during the license period.

Please Initial
Please Initial

40282

(iii) In computing the number of the Publisher's copyrighted musical compositions under subdivisions (i) and (ii) hereof, there shall be excluded musical compositions in the public domain and arrangements thereof and those with respect to which the Publisher does not currently publish and offer for sale regular piano copies.

(iv) Royalties on publications containing less than four musical compositions shall be payable at regular piano copy rates.

(d) as to "professional material" - not sold or resold - no royalties shall be payable;

(e) an amount equal to fifty (50%) per cent of

(i) all net earned proceeds received and actually retained by the Publisher arising out of the manufacture and sale of phonograph records and other parts of instruments serving to reproduce the Composition mechanically, or

(ii) the use of the Composition in synchronization with sound motion pictures produced in the United States of America;

(f) except as herein expressly provided, no other royalties shall be paid with respect to the Composition.

4. The Assignors shall not be entitled to any share of the moneys distributed to the Publisher by any performing rights organization.

5. Since the said Composition was written jointly by the Writer and JIM BOOTHE, the aforesaid royalties set forth in Paragraph "3" shall be reduced by one-half (1/2).

6. It is understood that the royalties due the Assignors hereunder by the Publisher shall be paid to the Writer if the United States renewal copyright of the Composition is actually renewed by the Writer, or on behalf of the Writer, and vested in the Publisher during the 28th year of the original term of copyright of such Composition. In the event the Writer dies before vesting the renewal copyright of the Composition in himself, and the Nephew or the Nieces, or any of them actually renew the United States renewal copyright of the Composition, and vests the renewal copyright of the Composition in the Publisher, the royalties set forth above shall be paid to the Nephew, and/or Niece or Nieces actually renewing the copyright of the Composition as indicated above, as their interests shall appear as of the date the copyrights of the Composition are renewed and vested in the Publisher, either as adjudicated by a court of final jurisdiction or as agreed upon among the Nephew and Nieces. For example, if the renewal copyrights are renewed by the Nephew and the Nieces are deceased, the royalties shall be payable to the Nephew.

7. The Assignors warrant and represent that the Writer derives his interest in the renewal copyrights of

40282 Please Initial

the Composition because he is a co-writer of the Composition, along with JIM BOOTHE. The Assignors further warrant and represent that the Writer has no wife, children, grandchildren, brothers, sisters, aunts, uncles, nor parents, nor grandparents surviving him, and the Nephew and the Nieces are the only nephew and nieces of the Writer.

8. In the event it is necessary for the Publisher to bring a lawsuit against any other publisher of the Composition during the renewal period of copyright of the Composition, or any extensions thereof, for an accounting, the Publisher may deduct from any moneys collected as a result of such a lawsuit the costs of bringing the lawsuit including reasonable attorney's fees; and royalties payable to the Assignors hereunder shall be computed upon the net sums remaining after such costs and reasonable attorney's fees have been deducted.

9. The Assignors warrant and represent that they have not heretofore sold, assigned, pledged, disposed of, or in any way hypothecated the rights transferred hereunder, and that they have the full right and power to enter into this agreement. In addition, the Assignors warrant and represent that the Composition transferred hereunder is an original musical Composition and does not infringe upon the words and/or music of any other Composition.

10. The Writer hereby agrees forthwith to execute a Will, or, if he has a Will, to execute a Codicil to said Will, under which Will or Codicil he irrevocably instructs his Executor to honor this agreement as if the Executor was a party of said agreement, as one of the Assignors, it being understood that no bonus payment shall be made payable to such Executor in the event the United States copyright renewals with respect to the Composition should vest in said Executor except to the extent then unpaid. Within thirty (30) days after the date hereof, the Writer shall deliver to the Publisher a true copy of such Will or Codicil.

11. The Publisher shall, at all times, and from time to time, have the right to obtain insurance on the lives of the Assignors in such amounts and with such companies as the Publisher may, from time to time, determine; and the Assignors hereby agree they will, at all reasonable times, cooperate for the purpose of obtaining such insurance. The Publisher shall be solely liable for the premiums on any such insurance.

12. The Assignors hereby appoint the Publisher and its officers, their true and lawful attorneys for them, and in their place to procure and obtain renewals and extensions of copyright in such Composition and to execute and deliver in their name formal assignment of such renewal to Publisher, its successors and assigns, subject to the provisions of this agreement. The Assignors hereby agree to execute a shortform assignment of their interest in the Composition, in the form annexed hereto as Exhibit "A" and made a part hereof.

13. During the renewal term of copyright of the Composition, and any extensions thereof, if any, the Publisher shall render to the Assignors on or before each August 15, covering the six (6) months ending June 30, and on or before each February 15, covering the six (6) months ending

40282 Please Initial

December 31, royalty statements accompanied by remittance of the amount shown to be due thereon, so long as the Publisher shall continue the publication or the licensing of rights in the Composition. The Assignors, or their representatives, may appoint a certified public accountant who shall, at any time, during the usual business hours, and upon twenty-four (24) hours written notice to the Publisher, have access to all records of the Publisher relating to the Composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

14. It is the intention of this agreement that to the extent possible under the law, the Publisher shall obtain the copyright in said Composition for the period following the original twenty-eight (28) year period of copyright in the United States of said Composition. In the event the copyright law of the United States is in any way modified or changed, it is the intention of this agreement that notwithstanding any such modification or change the rights of the Assignors for the period of copyright following the twenty-eighth (28th) year shall be owned by the Publisher subject to the payment of royalties as provided for in this agreement.

15. This agreement shall inure to the parties hereto and their respective heirs, executors, successors and assigns. This agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above set forth.

ROSARITA MUSIC, INC.

By [signature]

[signature: Joseph C. Beal]
JOSEPH C. BEAL

[signature: William Carleton Beal]
WILLIAM CARLETON BEAL

[signature: Mary Jane MacKechnie]
MARY JANE KHRISTINE MacKECHNIE

[signature: Kathryn Patsy Earhart]
KATHRYNE PATSY EHRHART

JCB WCB KPE MJM

40282

AGREEMENT made this 6th day of November, 1964, by and between JIM BOOTHE, of 46 Riverside Drive, New York, New York; his aunt LOUISE R. RIVIERE, of 29-26 Burnside, San Antonio 9, Texas; his uncle WALTER L. BOOTHE, of 13-03 East 14th Street, Sweetwater, Texas; and his uncle ROSS BOOTHE, of Gonzales, Texas (hereinafter referred to jointly as the "Assignors") and ROSARITA MUSIC, INC. of 1619 Broadway, New York 19, New York (hereinafter referred to as the "Publisher").

WITNESSETH:

WHEREAS, JIM BOOTHE (hereinafter referred to as the "Writer"), heretofore composed, along with JOE BEAL, the musical composition entitled "JINGLE BELL ROCK", which composition is registered in the copyright office under the following copyright registration numbers and dates: Ep 113915, October 25, 1957; Ep 122184, August 18, 1958 (hereinafter referred to as the "Composition"), and

WHEREAS, the Writer has no wife, children, grandchildren, brothers, sisters, nieces or nephews, nor parents, nor grandparents now living and

WHEREAS, LOUISE R. RIVIERE is the sole aunt of the Writer (hereinafter referred to as the "Aunt"), and WALTER L. BOOTHE and ROSS BOOTHE are the only uncles of the Writer (hereinafter referred to as the "Uncles"), and

WHEREAS, the Aunt and Uncles comprise the next of kin of the Writer, and

WHEREAS, the Assignors wish to convey their interests in and to the United States renewal copyrights, and extensions of renewals, in the Composition on the terms and conditions hereinafter set forth:

IT IS AGREED

1. The Assignors hereby sell, assign, transfer and deliver to the Publisher, its successors and assigns, all of their right, title and interest in and to the United States renewal copyrights, and extensions of renewal copyrights of the Composition, and all foreign rights of the Composition, to the extent not presently controlled by the Publisher for the full term of such copyrights in each country of the world outside of the United States, and all renewals and extensions of such copyrights including the title, words and music thereof, any and all adaptations, arrangements, translations or versions thereof, any and all rights therein, whether now or hereafter known, and any and all claims and demands accrued or to accrue with respect to the United States renewal copyrights of the Composition, and extensions of renewals thereof, if any; together with the right, power and authority to make any versions, additions, changes, dramatizations and translations of the Composition.

2. As consideration for the grant of the Assignors hereunder, the Publisher hereby agrees to pay the Aunt and each Uncle upon the execution of this agreement bonus payments of $25.00 each receipt of which the Aunt and each Uncle hereby acknowledge. The Publisher hereby agrees to pay the Writer on behalf of the Assignors upon the execution of this agreement, a bonus payment of $1,000.00 receipt of which the Writer hereby acknowledges. In addition, within a year from the date of this agreement, the Publisher hereby agrees to pay

40301

Please Initial LRR JB WLB RB

the Writer on behalf of the Assignors an additional bonus payment of one thousand ($1,000.00) dollars. One-half (½) of such sums shall be in consideration of the grant to the Publisher of renewal rights, and one-half (½) of such sums shall be in consideration of the grant to the Publisher of extensions of renewals, if any.

3. As additional consideration for the grants to the Assignors hereunder, the Publisher agrees to pay the Assignors (as their respective interests shall appear upon the commencement of the first year of the United States renewal term of copyright of the Composition) the following royalties with respect to income derived from the Composition in the United States of America, during the United States renewal term of copyright of such Composition, and any extensions thereof:

(a) in respect of regular piano copies sold by the Publisher and paid for at wholesale, royalties of five cents (5¢) per copy:

(b) a royalty of five cents (5¢) per copy with respect to dance orchestrations sold by the Publisher and paid for:

(c) (i) If the Composition, or any part thereof, is included in any song book, song sheet, folio or similar publication issued by the Publisher containing at least four, but not more than twenty-five musical compositions, the royalty to be paid by the Publisher to the Assignors shall be an amount determined by dividing ten (10%) per cent of the wholesale selling price (after trade discounts, if any) of the copies sold, among the total number of the Publisher's copyrighted musical compositions included in such publication. If such publication contains more than twenty-five musical compositions, the said ten (10%) per cent shall be increased by an additional one-half (½%) per cent for each additional musical composition.

(ii) If, pursuant to a license granted by the Publisher to a licensee not controlled by or affiliated with it, the Composition, or any part thereof, is included in any song book, song sheet, folio or similar publication, containing at least four musical compositions, the royalty to be paid by the Publisher to the Assignors shall be that proportion of fifty (50%) per cent of the gross amount received by it from the licensee, as the number of uses of the composition under the license and during the license period, bears to the total number of uses of the Publisher's copyrighted musical compositions under the license and during the license period.

(iii) In computing the number of the Publisher's copyrighted musical compositions under subdivisions (i) and (ii) hereof, there shall be excluded musical compositions in the public domain and arrangements thereof and those with respect to which the Publisher does not currently publish and offer for sale regular piano copies.

(iv) Royalties on publications containing less than four musical compositions shall be payable at regular piano copy rates.

(d) as to "professional material" - not sold or resold - no royalties shall be payable:

(e) an amount equal to fifty (50%) per cent of

(i) all net earned proceeds received and actually retained by the Publisher arising out of the manufacture and sale of phonograph

40302 Please Initial

records and other parts of instruments serving to reproduce the Composition mechanically, or

(ii) the use of the Composition in synchronization with sound motion pictures produced in the United States of America:

(f) except as herein expressly provided, no other royalties shall be paid with respect to the Composition.

4. The Assignors shall not be entitled to any share of the moneys distributed to the Publisher by any performing rights organization.

5. Since the said Composition was written jointly by the Writer and JOE BEAL, the aforesaid royalties set forth in Paragraph "3" shall be reduced by one-half ($\frac{1}{2}$).

6. It is understood that the royalties due the Assignors hereunder by the Publisher shall be paid to the Writer if the United States renewal copyright of the Composition is actually renewed by the Writer, or on behalf of the Writer, and vested in the Publisher during the 28th year of the original term of copyright of such Composition. In the event the Writer dies before vesting the renewal copyright of the Composition in himself, and the Aunt or the Uncles, or either of them actually renew the United States renewal copyright of the Composition, and vests the renewal copyright of the Composition in the Publisher, the royalties set forth above shall be paid to the Aunt, and/or Uncle or Uncles actually renewing the copyright of the Composition as indicated above, as their

Please Initial

40301

interests shall appear as of the date the copyrights of the Composition are renewed and vested in the Publisher, either as adjudicated by a court of final jurisdiction or as agreed upon among the Aunt and Uncles. For example, if the renewal copyrights are renewed by the Aunt and the Uncles are deceased, the royalties shall be payable to the Aunt.

7. The Assignors warrant and represent that the Writer derives his interest in the renewal copyrights of the Composition because he is a co-writer of the Composition, along with JOE BEAL. The Assignors further warrant and represent that the Writer has no wife, children, grandchildren, brothers, sisters, nieces, nephews, nor parents, nor grandparents surviving him, and the Aunt and the Uncles are the only aunt and uncles of the Writer.

8. In the event it is necessary for the Publisher to bring a law-suit against any other publisher of the Composition during the renewal period of copyright of the Composition, or any extensions thereof, for an accounting, the Publisher may deduct from any moneys collected as a result of such a lawsuit the costs of bringing the lawsuit including reasonable attorney's fees; and royalties payable to the Assignors hereunder shall be computed upon the net sums remaining after such costs and reasonable attorney's fees have been deducted.

9. The Assignors warrant and represent that they have not here-tofore sold, assigned, pledged, disposed of, or in any way hypothecated the rights transferred hereunder, and that they have the full right and power to enter into this agreement. In addition, the Assignors warrant and represent that the Composition transferred hereunder is an original musical Composition and does not infringe upon the words and/or music of any other Composition.

10. The Writer hereby agrees to forthwith execute a Will or, if he has a Will, to execute a Codicil to said Will, under which Will or Codicil he irrevocably instructs his Executor to honor this agreement as if the Executor were a party to said agreement, in the event the United States copyright renewals with respect to the Composition should vest in said Executor. Within thirty (30) days after the date hereof, the Writer shall deliver to the Publisher a true copy of such Will or Codicil.

11. The Publisher shall, at all times, and from time to time, have the right to obtain insurance on the lives of the Assignors in such amounts and with such companies as the Publisher may, from time to time, determine; and the Assignors hereby agree they will, at all reasonable times, cooperate for the purpose of obtaining such insurance. The Publisher shall be solely liable for the premiums on any such insurance.

12. The Assignors hereby appoint the Publisher and its officers, their true and lawful attorneys for them, and in their place to procure and obtain renewals and extensions of copyright in such Composition and to execute and deliver in their name formal assignment of such renewal to Publisher, its successors and assigns, subject to the provisions of this agreement. The Assignors hereby agree to execute a shortform assignment of their interest in the Composition, in the form annexed hereto as Exhibit "A" and made a part hereof. LRR RB

Please Initial J.B. W.L.B. R.H.B.

13. During the renewal term of copyright of the composition, and any extensions thereof, if any, the Publisher shall render to the Assignors on or before each August 15, covering the six (6) months ending June 30, and on or before each

LRR RB

Please Initial J.B. W.L.B. R.H.B.

40301 - 3 -

February 15, covering the six (6) months ending December 31, royalty statements accompanied by remittance of the amount shown to be due thereon, so long as the Publisher shall continue the publication or the licensing of rights in the Composition. The Assignors, or their representatives, may appoint a certified public accountant who shall, at any time, during the usual business hours, and upon twenty-four (24) hours written notice to the Publisher, have access to all records of the Publisher relating to the Composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

14. It is the intention of this agreement that to the extent possible under the law, the Publisher shall obtain the copyright in said Composition for the period following the original twenty-eight (28) year period of copyright in the United States of said Composition. In the event the copyright law of the United States is any way modified or changed, it is the intention of this agreement that notwithstanding any such modification or change the rights of the Assignors for the period of copyright following the twenty-eighth (28th) year shall be owned by the Publisher subject to the payment of royalties as provided for in this agreement.

15. This agreement shall inure to the parties hereto and their respective heirs, executors, successors and assigns. This agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above set forth.

ROSARITA MUSIC, INC.

By [signature]

[signature]
JIM BOOTHE

[signature]
LOUISE R. RIVIERE

Walter L. Boothe
By Ray H. Boothe Att. in Fact
WALTER L. BOOTHE

Ross Boothe
ROSS BOOTHE

40391

843503

CERTIFICATE OF MERGER

OF

ROSARITA MUSIC, INC.

INTO

ANNE-RACHEL MUSIC CORPORATION

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

The undersigned, Julian J. Aberbach and Joachim Jean Aberbach, being the President and the Secretary respectively of Anne-Rachel Music Corporation and Rosarita Music, Inc., said companies being domestic corporations organized and existing under and by virtue of the laws of the State of New York, do hereby certify and set forth:

1. The name of the subsidiary corporation is ROSARITA MUSIC, INC. and the name of the parent and surviving corporation is ANNE-RACHEL MUSIC CORPORATION.

2. Designation and number of outstanding shares of the subsidiary corporation to be merged is as follows:

Name of Corporation	Class of Stock	Shares Outstanding
Rosarita Music, Inc.	Common	100 No par value

With regard to the above-mentioned corporation, One Hundred (100%) percent of all outstanding stock is owned by Anne-Rachel Music Corporation. The number of such shares is not subject to change prior to the effective date of the merger.

3. The date of filing of the Certificate of Incorporation of Rosarita Music, Inc. is March 15, 1954.

4. The name of the parent corporation is Anne-Rachel Music Corporation, which was originally formed under the name of Larma Music, Inc. on August 5, 1959.

5. The effective date of the merger is June 30, 1970 at 11 am

75664

6. The Plan of Merger has not been abandoned.

7. The merger was authorized in respect of the subsidiary corporation and the parent corporation by the unanimous vote of the Board of Directors held on June 10, 1970, and unanimously at a stockholders meeting duly held on the 11th day of June, 1970. The Plan of Merger was adopted by the Board of Directors of the surviving corporation.

IN WITNESS WHEREOF, the undersigned have executed and signed this Certificate this 24th day of June, 1970.

ROSARITA MUSIC, INC.

JULIAN J. ABERBACH - President

JOACHIM JEAN ABERBACH - Secretary

ANNE-RACHEL MUSIC CORPORATION

JULIAN J. ABERBACH - President

JOACHIM JEAN ABERBACH - Secretary

75664

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

JOACHIM JEAN ABERBACH, being duly sworn, deposes and says;

That he is the person who signed the foregoing Certificate of Merger;

That he signed said Certificate of Merger in the capacity of Secretary;

That he has read the said Certificate of Merger and knows the contents contained therein; and

That the statements contained therein are true to his own knowledge.

JOACHIM JEAN ABERBACH

Sworn to before me this
24th day of June, 1970.

THOMAS R. LEVY
NOTARY PUBLIC, State of New York
No. 31-2342450
Qualified in New York County
Commission Expires March 30, 1969 71

THOMAS R. LEVY
NOTARY PUBLIC, State of New York
No. 31-2342450
Qualified in New York County
Commission Expires March 30, 1969 71

3

75564